

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

JORDAN SHEPHERD,

§

Plaintiff,

§

§

v.

§

Case No. 1:22-cv-1376-DAE

§

§

**THE LAW OFFICES OF MARK HULL,
PC AND MARK HULL, INDIVIDUALLY**

§

§

§

Defendants.

§

JOINT MOTION FOR APPROVAL OF SETTLEMENT OF FLSA CLAIMS

Plaintiff Jordan Shepherd (“Plaintiff”) and The Law Offices of Mark Hull PC and Mark Hull, Individually (“Defendants”) (Plaintiff and Defendants are collectively referred to hereinafter as “the Parties”) by and through their undersigned counsel, hereby move the Court for approval of the resolution of Plaintiff’s Fair Labor Standards Act (“FLSA”) claims and stipulate to the dismissal of the instant action *with prejudice* (the “Joint Motion”).

1. On December 28, 2022, Plaintiff filed her Original Complaint [Dkt. 1] against Defendants asserting alleged wage and hour violations arising under the FLSA. Following some initial discovery, counsel for the Parties entered into arm’s-length settlement discussions. Through these negotiation efforts, and while Defendants deny any liability whatsoever to Plaintiff, the Parties have reached a compromise with respect to Plaintiff’s FLSA claims. The Parties have arrived at the key terms of settlement and have since memorialized their complete agreement.

2. When a private action for back wages is brought under the FLSA, the district court may enter a judgment after scrutinizing the settlement for fairness. *See Lynn’s Food Stores, Inc. v. U.S. Dep’t of Labor*, 679 F.2d 1350, 1353 (11th Cir. 1982). Judicial review and approval of a

compromise of a plaintiff's FLSA claims provides final and binding effect. *See id.*

3. The FLSA provides that “any employer who violates the provisions of Section 206 or 207 of this title shall be liable to the employee ... affected in the amount of their unpaid minimum wages, or their unpaid overtime compensation, as the case may be.” 29 U.S.C. § 216(b). “FLSA claims may be compromised after the court reviews and approves a settlement in a private action for back wages under 29 U.S.C. § 216(b).” *Villeda v. Landry's Rests., Inc.*, No. H-08-2287, 2009 WL 3233405, at *1 (S.D. Tex. Oct. 7, 2009) (citing *Lynn's Food Stores, Inc.*, 679 F.2d at 1353. “If the settlement reflects ‘a reasonable compromise over issues,’ the court may approve it.” *Villeda*, 2009 WL 3233405, at *1 (quoting *Lynn's Food Stores, Inc.*, 679 F.2d at 1354).

4. To this end, the Parties have at all times been represented by competent counsel experienced in the litigation of FLSA and other employment-related claims and the foregoing represents a reasonable compromise of Plaintiff's claims in light of the evidence revealed during documents exchanged between the parties and the potential of Plaintiff obtaining no recovery in this action. Likewise, Defendants are limiting the expenses associated with further litigation of Plaintiff's claims. The Parties therefore respectfully submit that the Parties' resolution, as set forth above and confirmed in the Settlement Agreement filed under seal as **Exhibit A to the Parties' Joint Motion for Leave to File Confidential Settlement Agreement Under Seal**, should be approved by the Court as fair and reasonable consistent with precedent under *Lynn's Food Stores, Inc.*, 679 F.2d at 1353.

5. The Parties jointly stipulate to the dismissal of this action *with prejudice* such that upon the Court's approval of the Parties' settlement, a Final Order of Dismissal *With Prejudice* may be entered.

WHEREFORE, Plaintiff Jordan Shepherd and Defendants The Law Offices of Mark Hull PC and Mark Hull, Individually, respectfully request the Court: (i) grant their Joint Motion and approve their settlement and (ii) enter a Final Order of Dismissal *With Prejudice*.

Respectfully submitted, jointly, this 2nd day of November, 2023.

WELMAKER LAW, PLLC
Douglas B. Welmaker
Bar No. 00788641
409 N. Fredonia, Suite 118
Longview, Texas 75601
Tel: (512) 499-2048
Email: doug@welmakerlaw.com

/s/ Douglas B. Welmaker
Douglas B. Welmaker
Counsel for Plaintiff

AKERMAN LLP
Ryan C. Krone
Bar No. 24085750
O. Mishell Parreno Taylor
Bar No. 24041652
1300 Post Oak Boulevard, Suite 2300
Houston, Texas 77056
Tel: (713) 871-6836
Email: ryan.krone@akerman.com
Email: Mishell.taylor@akerman.com

/s/ Ryan C. Krone
Ryan C. Krone
Counsel for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document was filed via CM/ECF on this 2nd day of November, 2023.

By: /s/ Douglas B. Welmaker
Douglas B. Welmaker